

# INVITATION TO BID



Department Of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

**DATE ADVERTISED:** November 3, 2005

**ITB Title:** Sweeper, Street, Regenerative Air, High Dump

**ITB Number:** 12985-AAB

**Due Date:** November 22, 2005 - 2:00 P.M.

**Buyer:** Amon Billups, [amon.billups@metrokc.gov](mailto:amon.billups@metrokc.gov), (206)263-4270

Furnishing new, current model, **Regenerative, Air, High Dump, Street Sweeper**, in accordance with the following and the attached Invitation to Bid (ITB), instructions, requirements, and specifications.

**Total Bid Price \$** \_\_\_\_\_

**Pre-Bid Conference:**

Tuesday, November 15, 2005, 9:30AM  
King County Procurement Services  
Section, Exchange Bldg, 8<sup>th</sup> Fl, East Conf.  
Room, Seattle, WA 98104

Sealed Bids are hereby solicited and will **ONLY** be received by:

**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**

Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

**OFFEROR MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City / State / Postal Code \_\_\_\_\_

Signature \_\_\_\_\_

Authorized Representative / Title \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Delivery guaranteed: ☐ Yes ☐ No

Days after order: \_\_\_\_\_

Prompt Payment Discount Terms:  
%- \_\_\_\_\_ Days, Net \_\_\_\_\_

Prime Proposer **SEDB / DBE** Certification number (if applicable - see [Section 1-24](#)) \_\_\_\_\_

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

## **SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS**

### **1-1 EXPLANATION TO OFFERORS**

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

### **1-2 SUBMISSION OF OFFERS**

- A. The **original and (1) copy** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror.
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

### **1-3 FAILURE TO SUBMIT OFFER**

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

### **1-4 LATE OFFERS**

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### **1-5 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

#### **1-6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

#### **1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS**

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

**1-8 BID DEPOSIT**

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

**1-9 GENERAL**

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

**1-10 SUBSTITUTIONS**

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit

with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

#### **1-11 TAXES**

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site<sup>1</sup>, or directly from the Internal Revenue Department web site<sup>2</sup>, or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

#### **1-12 WARRANTY**

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

#### **1-13 AWARD OF CONTRACT**

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).

<sup>1</sup> The King County's web site is located at: [http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx)

<sup>2</sup> The Internal Revenue Service web site is located at: <http://www.irs.gov/>

- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

#### **1-14 TERM PURCHASE AGREEMENTS**

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

#### **1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING**

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

#### **1-16 INSURANCE**

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

#### **1-17 INVOICES**

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "SHIP TO" address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

#### **1-18 PAYMENTS**

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

#### **1-19 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

**1-20 CONTINGENT FEE**

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

**1-21 CANCELLATION**

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

**1-22 PROTEST PROCEDURE**

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

**1-23 ENVIRONMENTAL PURCHASING POLICY**

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the Submittal Response Form of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

**1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES**

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

**SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD****2-1 FINANCIAL RESOURCES AND AUDITING**

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

**2-2 QUALIFICATIONS**

To be eligible for award, offerors shall be a bona fide franchised dealer or manufacturer of the street sweeper offered.

**2-3 REFERENCES**

List the names and addresses of two (2) customers, not including King County, for whom the Offeror has provided similar unit(s) as the unit requested, in the state of Washington, which has been operating successfully for a period not less than one (1) year. Also List the names and addresses of two (2) customers, not including King County, for whom the Offeror has provided equipment parts on a regular basis, in the state of Washington, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a Offeror be found unsatisfactory, King County, at its sole option, may reject that Offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with bid response.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____



**2-4 EVALUATION**

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. State payment terms on Page 1 of this ITB.

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

**2-5 AWARD**

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible.

King County will not split the award of this ITB.

### **SECTION 3 - GENERAL CONTRACT REQUIREMENTS**

#### **3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

[http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx).

#### **3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

#### **3-3 NON-DISCRIMINATION IN BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS**

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

[http://www.metrokc.gov/procurement/documents/U\\_042\\_EB\\_Worksheet\\_Declaration.pdf](http://www.metrokc.gov/procurement/documents/U_042_EB_Worksheet_Declaration.pdf).

#### **3-4 SUPPORTED EMPLOYMENT PROGRAM**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at (206) 296-5268.

**3-5 DESCRIPTIVE DATA AND SPECIFICATIONS**

Submit complete descriptive data and specifications, including a statement of warranty, for the equipment offered.

**3-6 ESTIMATED QUANTITIES**

The quantities listed in the solicitation represent the County's current estimated requirements. The County will be neither obligated by nor restricted to the quantity(s) indicated.

**3-7 NON-ASSIGNMENT**

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

**3-8 INCORPORATION OF DOCUMENTS**

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

**3-9 SEVERABILITY**

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**3-10 INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.
- The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.
- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **3-11 TERMINATION**

A. Termination for Convenience

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

B. Termination for Default

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee

setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

**C. Termination for Non-Appropriation**

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

**3-12 FTA REQUIREMENTS**

This solicitation shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.

## **SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS**

### **4-1 DELIVERY**

Delivery is required as soon as possible and not later than one hundred twenty (120) days after verbal placement of an order. Offerors shall state the number of days in which they will guarantee delivery after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

King County DOT, Fleet Administration, ER&R  
155 Monroe Ave. NE  
Renton, WA 98056  
Attn: Bob Toppen

### **4-2 LIQUIDATED DAMAGES**

- A. Liquidated Damages: All time limits stated in the Purchase Order are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful awardee and the County of King that:

A delay would seriously affect the public and the operation of King County; that a reduction in the unit price of \$100.00 per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time; therefore, the County and the successful offeror hereby establish said reduction in the unit price of \$100.00 per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful offeror on or before the time specified in the Purchase Order.

- B. Should the successful offeror be obstructed or delayed in completing delivery or by any default, act or omission of the County, or by strikes, fires, act of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by the County and the successful offeror. Shall there be insufficient time to grant such extensions prior to completion date of the contract, the County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.
- C. If normal delivery time is increased by ordering any option, please show increase in delivery time adjacent to option description.

### **4-3 ACCEPTANCE**

Within ten (10) working days following delivery of the equipment, King County DOT, ER&R will generate a letter stating the acceptance/ non-acceptance of the equipment received.

After correction of the noted deficiencies, the County shall be notified, in writing, of the date of correction and the deficiencies corrected. The acceptance procedure will start over.

No part or parts defective in construction or deficient in any of the requirements of these specifications will be considered as being accepted in consequence of the failure of any employee of King County to point out said defects prior to acceptance of the equipment by King County.

### **4-4 PAYMENT**

Payment will be made within 30 days of acceptance, upon receipt of invoice, unless prompt payment discounts apply.

**SECTION 5 - TECHNICAL SPECIFICATIONS FOR ONE (1) OR MORE HIGH DUMP REGENERATIVE AIR STREET SWEEPER WITH A DEBRIS HOPPER CAPACITY OF 5.7 CUBIC YARDS VOLUMETRIC**

The following technical specifications are intended to fully describe a truck chassis mounted, regenerative air, street sweeper with a volumetric hopper capacity of 5.7 cubic yards. Sweeper shall have a high dump feature to allow swept material to be dumped into a drop-off type container or dump truck without the use of ramps or other devices to raise the chassis for the purpose of dumping the debris hopper.

Offerors shall respond to each specification with a check mark to indicate the item being offered is exactly as specified or insert a description to indicate any deviation from the specifications. Attach additional sheets as required.

**MINIMUM SPECIFICATIONS**

**5-1 GENERAL:**

- A. Chassis/cab shall be conventional with a tilt hood or cab over design. \_\_\_\_\_
- B. Gross vehicle weight rating shall not be less than 33,000 GVW \_\_\_\_\_
- C. Standard truck cab enclosed and equipped with tinted safety glass all around and two individual, adjustable high back air seats with lumbar support and safety seat belts. \_\_\_\_\_

**5-2 WHEELBASE:**

- A. Shall be 152" and shall provide 84" between back of cab and center of rear axle for proper load distribution \_\_\_\_\_

**5-3 AXLES:**

- A. Front axle shall be minimum of 10,000 lbs. with suspension of 10,000 lbs. \_\_\_\_\_
- B. Rear axle shall be 21,000 lbs. single speed with a ratio able to perform sweeping in steep terrain and provide maximum fuel efficiency \_\_\_\_\_
- C. Suspension shall be 23,000 lbs. capacity, with shock absorbers. \_\_\_\_\_

**5-4 STEERING:**

- A. Chassis manufacturer installed dual operator controlled integral power steering with cruise control and tilt \_\_\_\_\_
- B. Diameter of steering wheel shall be minimum 18" \_\_\_\_\_

**5-5 BRAKES:**

- A. Service brakes shall be full air with 13.2 cfm air compressor with Bendix ADIP air dryer \_\_\_\_\_
- B. Air tank drain valve shall be cable pull valve type. \_\_\_\_\_
- C. Front and rear brakes shall be drum style with backing plates \_\_\_\_\_
- D. Shall have Haldex brand automatic slack adjusters front and rear \_\_\_\_\_
- E. Parking brakes shall be spring actuated, double diaphragm, 30" MGM self breathing air chambers, with warning light \_\_\_\_\_
- F. Anti-lock brake system shall be provided \_\_\_\_\_

**MINIMUM SPECIFICATIONS**

**5-6 CAB:**

- A. Cab shall have in-dash chassis manufacturer’s factory installed air conditioner for operator safety and comfort with a fresh air filter. After market air conditioners are unacceptable.

\_\_\_\_\_
- B. Cab shall have individual air adjustable driver and passenger air, high back adjustable seats with lumbar support Seats shall have a vinyl type wear resistant covering

\_\_\_\_\_
- C. Tinted glass shall be provided

\_\_\_\_\_
- D. Dual sun visors, coat hook, storage pocket on drivers door, electric and air horns, electric windshield washer and 2-speed electric wipers with intermittent wiper switch shall be provided

\_\_\_\_\_
- E. Chassis shall be equipped with fresh air heater, defroster.

\_\_\_\_\_
- F. Dual rectangular mirrors with electric 4-way adjustment and heated with thermostatic control and two (2), 12” diameter parabolic mirrors. Standard cab models shall have right side fender mounted convex mirror.

\_\_\_\_\_
- G. AM/FM radio shall be provided

\_\_\_\_\_
- H. Maximum db(A) rating inside cab shall be 79db(A) with sweeper at full operation and windows up

\_\_\_\_\_

**5-7 ELECTRICAL:**

- A. Shall have a 100 amp alternator

\_\_\_\_\_
- B. Shall have two (2),12-volt (1100 CCA total) maintenance free batteries

\_\_\_\_\_
- C. The vehicle lighting shall also consist of the following:

\_\_\_\_\_

1. Two (2), multiple beam halogen headlights with dash beam indicator

\_\_\_\_\_

2. Daytime running lights

\_\_\_\_\_

3. Instrument panel

\_\_\_\_\_

4. LED taillights

\_\_\_\_\_

5. LED stop lights, signal lamps and clearance lamps

\_\_\_\_\_

**5-8 ENGINE:**

- A. Shall be 50 State emission, diesel with a minimum 200 HP at 2300 RPM, 520 lb/ft torque @ 1400 RPM

\_\_\_\_\_
- B. Dual element dry type air cleaner with restriction indicator dash mounted.

\_\_\_\_\_
- C. Automatic glow plug with indicator light shall be supplied

\_\_\_\_\_



**MINIMUM SPECIFICATIONS**

- D. Automatic shutdown/over temperature protection \_\_\_\_\_
- E. Fuel/water separator shall be furnished. \_\_\_\_\_

**5-9 FUEL:**

- A. A 50-gallon tank shall be supplied and shall supply fuel to both engines. \_\_\_\_\_

**5-10 TIRES AND WHEELS:**

- A. Heavy duty first line quality tubeless tires shall be minimum 11R x 22.5, 14 ply rating with duals in rear for adequately carrying full load of sweeper and maximum stability. \_\_\_\_\_
- B. Wheels shall be hub-piloted 10 hole disc 22.5 x 8.25 DC \_\_\_\_\_

**5-11 TRANSMISSION:**

- A. Shall be heavy duty Allison 2500 RDS-P wide ratio, electronic, five-speed forward, one reverse, automatic, with PTO provision \_\_\_\_\_

**5-12 PAINT COLOR:**

- A. Major components shall be painted with manufacturers standard white paint applied over a suitable primer. \_\_\_\_\_
- B. Pick-up head, gutter brooms, truck frame, lift mechanism, engine frame, chute side panels, storage compartment and water tank frame shall be painted black. \_\_\_\_\_

**5-13 AUXILIARY POWER UNIT:**

- A. The Sweeper power unit shall be a Tier II compliant, diesel fueled, water-cooled, turbocharged electronic industrial engine. Displacement shall be 276 cubic inch, developing 115 HP @ 2500 RPM and 291 ft. lbs. torque @ 1400 RPM \_\_\_\_\_
- B. The power unit shall also have the following:
  - 1. Engine ECU shall be programmed to provide automatic engine monitoring and shutdown when engine problem is detected such as high coolant temperature or low oil pressure. \_\_\_\_\_
  - 2. All rear engine controls shall be located conveniently inside cab. \_\_\_\_\_
  - 3. Spin-on replacement type oil and fuel filter shall be included. \_\_\_\_\_
  - 4. Fuel/water separator shall be furnished. \_\_\_\_\_
  - 5. Engine shall have a 12-volt ignition, electric starter and minimum 90-amp alternator. \_\_\_\_\_
  - 6. Unit shall have a heavy-duty dry type air cleaner with replaceable radial sealed element and safety element. \_\_\_\_\_
  - 7. Air cleaner shall have a locking restriction indicator to signal proper filter service. \_\_\_\_\_

MINIMUM SPECIFICATIONS

8. Engine shall be programmed for isochronous governor feature for engine speed control.

5-14 DUST SEPERATOR:

- A. Separation of the dirt and refuse from the air stream shall be accomplished within the hopper by means of a cylindrical, centrifugal, single chamber dust separator
- B. The separator shall be designed so that it will not plug with normally encountered debris.
- C. The dust separator door shall be self-opening and self-emptying when the hopper tilts. The housing shall include highest level of abrasion resistant material offered by manufacturer for long life and serviceability.

5-15 HOPPER:

- A. Hopper size shall be approximately five and seven tenths (5.7) cubic yard volumetric measurement with a useable capacity of not less than 4.0 cubic yards.
- B. Hopper weldment and dump door shall be constructed of non-magnetic stainless steel.
- C. When hopper is fully tilted to the dump position, the hopper floor shall have a 45° dump angle. Hopper shall eject all types of material without having to manually clean out when dumping
- D. When the hopper is stowed, the hopper floor shall have a slope to assist with clean out and draining.
- E. Hopper shall discharge debris on the right side as viewed from the rear.
- F. The hopper dump height shall be infinitely variable from 36 inches to 118 inches from tip of discharge chute to the ground with the hopper fully tilted.
- G. Hopper door shall be hydraulically locking. Hopper door shall have additional mechanical locks on door edge opposite from hinges to assure air and watertight operation.
- H. Hopper shall project debris into middle of dump container without the need of a side shift.
- I. Discharge chute shall have side panels on each side to prevent lateral spillage.
- J. Hopper shall be maintained airtight through use of rubber seals on all doors and openings.
- K. The dump door and discharge chute shall be capable of being opened fully without tilting hopper to assist with clean out and service.

**MINIMUM SPECIFICATIONS**

- L. The hopper shall have a stainless steel screen designed with integral openings for cleaning the hopper above the screen without the use of drop-down screens or access panels.

\_\_\_\_\_
- M. Filters and baffles are not acceptable due to increased cost of replacement and cleaning.

\_\_\_\_\_
- N. A hopper drain shall be integrated into the hopper with a hinged screen for easy cleaning.

\_\_\_\_\_
- O. Hopper load indicator shall be provided with audible and visual indicators in cab that signals full load by weight.

\_\_\_\_\_

**5-16 LIFT MECHANISM:**

- A. Hopper elevation for dumping shall be accomplished by means of a hydraulic lift with a payload capacity of 10,000 lbs.

\_\_\_\_\_
- B. Two (2), double acting hydraulic cylinders shall actuate mechanism with integral counterbalance holding valves. Pilot operated check valves are not acceptable. Holding valves shall be plumbed into the cylinders via steel lines; hydraulic hoses are not acceptable between the holding valve manifold(s) and the cylinder ports.

\_\_\_\_\_
- C. All pivots and bearings on the sweeper mechanisms shall utilize self-lubricated bearings/bushings or a central lube system shall be provided for all grease points. Central lube pump shall be a positive type. All lube points shall be factory calibrated for correct quantity and cycle prior to delivery of unit(s)

\_\_\_\_\_
- D. Safety props shall be provided for lift servicing. A location will be provided on the scissor mechanism to stow the props when not in use. Props shall be capable of safely supporting the full payload capacity and the pull down force of the actuators.

\_\_\_\_\_
- E. Sweeper shall have left and right stabilizers which automatically deploy before the lift mechanism begins to rise. Stabilizers shall remain in the down position until the lift mechanism if fully seated in the sweeping position.

\_\_\_\_\_
- F. A warning system shall be provided to indicate when the stabilizers are deployed. Solid-state proximity switches shall be used to sense stabilizer position.

\_\_\_\_\_
- G. Raising, lowering and tilting of the hopper shall be controlled from the operator console in the cab.

\_\_\_\_\_

**5-17 LIGHTS AND WARNING SYSTEMS:**

- A. An amber strobe light, Whelen model L31HAF, shall be mounted between the cab and the hopper and viewable from the sides and front of the sweeper. The strobe light shall have a protective limb guard.

\_\_\_\_\_

**MINIMUM SPECIFICATIONS**

- B. Four (4), Whelen, model 50A02ZCR LED strobe lights shall be mounted on the rear compartment; thus, providing sweeper with rearward illumination.

\_\_\_\_\_
- C. Two (2), Whelen, model 50R03ZCR LED TIR6 shall be rear bumper mounted, final placement shall be approved by King County.

\_\_\_\_\_
- D. Two (2), LED stop/turn/tail lights shall be mounted on the rear of the rear compartment.

\_\_\_\_\_
- E. Two (2), work lights shall be mounted on the rear of the sweeper to illuminate the swept path and engine compartment.

\_\_\_\_\_
- F. One (1), work light shall be located on the right side for illumination when dumping.

\_\_\_\_\_
- G. Slow moving vehicle emblem, reflective triangular emblem, shall be rear mounted.

\_\_\_\_\_
- H. All auxiliary light wiring shall have soldered connections, connections shall be sealed with heat shrink covering to protect from the elements

\_\_\_\_\_

**5-18 HYDRAULIC SYSTEM:**

- A. The hydraulic system shall be adequate for use within the design requirements of the sweeper. The system shall include a minimum 25-gallon reservoir, sight level/temperature gauge, dual 60 mesh suction line strainers, replaceable 10-micron spin-on tank filler/vent port.

\_\_\_\_\_
- B. The hydraulic system shall also provide the following:

1. The hydraulic system shall use a single spin-on 10-micron absolute synthetic media in-line return filter with 25 PSI bypass.

\_\_\_\_\_

2. The hydraulic tank shall incorporate an oil level float switch to automatically shutdown the power unit if the tank oil approaches an unsafe operating level.

\_\_\_\_\_

3. The hydraulic system shall use high quality hydraulic cylinders, gutter broom drive motors, stackable control valves, cartridge relief valves, check valves, sequence valves and pressure compensated flow control valves.

\_\_\_\_\_

4. The hydraulic system oil cooler shall be air to oil with thermostatically controlled integral high-speed electric fan.

\_\_\_\_\_

5. The hoses and fittings shall be adequate for operational pressures and parameters.

\_\_\_\_\_

**5-19 AUXILIARY HYDRAULIC SYSTEM:**

- A. The sweeper shall be supplied with an electric powered hydraulic pump to serve as a temporary system pump for raising and lowering or otherwise activating the sweeper components without the need to start the power unit.

\_\_\_\_\_

MINIMUM SPECIFICATIONS

5-20 BLOWER:

- A. Blower shall be heavy duty, wear resistant, turbine type constructed of rubber faced high strength cast aluminum alloy or wear resistant steel and computer balanced.

\_\_\_\_\_
- B. Blower shall be mounted on self-aligning anti-friction bearings.

\_\_\_\_\_
- C. Blower housing seal shall be designed with adjustable spring balance to ensure long seal life.

\_\_\_\_\_
- D. Blower housing shall be a lined with a bolt-in wear resistant, replaceable rubber liner for long life.

\_\_\_\_\_
- E. The blower shall not be operational during the dumping sequence to prevent exposing personnel to the blower wheel and eliminate flying debris.

\_\_\_\_\_

5-21 PICK-UP HEAD:

- A. A spring balanced all steel fabricated pick-up head with maximum length and width of 87" x 41" I.D. shall be provided.

\_\_\_\_\_
- B. The pick-up head shall have a separate upper and lower chamber where pressurized air is blasted from upper chamber through an elongated blast orifice to street surface.

\_\_\_\_\_
- C. Blast orifice flange shall be of bolt-on design so that flange is easily replaced and shall have adjustment mechanism so that blast orifice gap is easily adjusted without removing pick-up head from sweeper.

\_\_\_\_\_
- D. Pick-up head shall have a 14-inch diameter pressure inlet ring located on left side of pick-up head.

\_\_\_\_\_
- E. A 14-inch diameter pressure hose attached between pick-up head and blower housing shall be provided.

\_\_\_\_\_
- F. A bolt-on pressure inlet ring with turning vanes shall be provided for efficient performance and ease of service.

\_\_\_\_\_
- G. A 12-inch diameter suction hose, attached to a disconnect transition at the hopper, shall extend down to the right side of the pick-up head and shall be attached to the pick-up head suction nozzle ring which shall be constructed of ¼ inch steel.

\_\_\_\_\_
- H. Suction hose shall have a minimum 3/8-inch wall construction for long life.

\_\_\_\_\_
- I. Pick-up head shall be equipped with 2" wide adjustable side mounted integral alloy steel and carbide runners for maximum pick up ability and long life. Skid runners shall be warranted for 2 years/ 2,000 hours prorated. Runners shall be symmetrical for optimum life.

\_\_\_\_\_
- J. Pick-up head shall be raised and lowered hydraulically by a single switch on the control panel.

\_\_\_\_\_

**MINIMUM SPECIFICATIONS**

- K. Pressure inlet ring shall be equipped with an adjustable pressure relief for optimum leaf and light debris sweeping; control shall be mounted inside cab.

\_\_\_\_\_
- L. Control of broom rotation and positioning shall be accomplished by a single toggle switch located on the control console in the cab.

\_\_\_\_\_
- M. Unit shall have ability to back up without damage to the pick-up head or others components of sweeper.

\_\_\_\_\_
- N. Pick-up head hour meter shall be furnished to record hours pick-up head is down.

\_\_\_\_\_
- O. Sweeper odometer shall be furnished to record miles swept when pick-up head is down.

\_\_\_\_\_

**5-22 GUTTER BROOMS:**

- A. Dual gutter brooms shall be 43-inch minimum diameter, wire filled vertical digger type for removing debris from gutter area and center line.

\_\_\_\_\_
- B. Gutter brooms shall be variable speed and controlled from operator console inside the cab.

\_\_\_\_\_
- C. Gutter brooms shall be hydraulic motor driven and shall be positioned laterally and vertically by one hydraulic cylinder.

\_\_\_\_\_
- D. Gutter broom down pressure shall be automatically adjusted to load by a pressure sensing sequence valve inline with gutter broom torque motor.

\_\_\_\_\_
- E. Each gutter broom shall have adjustment for bristle contact pattern and wear.

\_\_\_\_\_
- F. Each gutter broom shall have lateral flexibility to swing rearward 15” when encountering the impact of an immovable object thus avoiding damage to the broom assembly.

\_\_\_\_\_
- G. Each gutter broom shall have a spring adjustment to allow downward compensation for bristle wear and shall be free floating to follow street contour.

\_\_\_\_\_
- H. Each gutter broom shall be held in the up and transit position by use of an electric lock valve attachment. Upward motion of gutter broom shall be regulated by an adjustable flow control valve.

\_\_\_\_\_
- I. Each gutter broom shall be controlled from inside the cab by a single electric toggle switch.

\_\_\_\_\_
- J. Each gutter broom shall additionally incorporate a hydraulically actuated tilt capability of 27 degrees, remotely controlled from the operator’s seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).

\_\_\_\_\_

**MINIMUM SPECIFICATIONS**

- K. Gutter brooms shall drop down for road surface agitation in front of the pick-up head.

**5-23 DUST CONTROL WATER SYSTEM:**

- A. Water tank shall be 250-gallon capacity and constructed of 100% rustproof materials. Tank shall be slide-in design for easy removal of any other major components.
- B. Water from tank shall be filtered by 80-mesh cleanable filter located between tank and water pump. A water shutoff valve shall be provided near the filter to prevent water from draining while servicing the filter strainer.
- C. Auxiliary water pump shall be included with an electronic solid state liquid level sensor to automatically shut off pump and turn on low water warning lamp when water is depleted.
- D. Hi/Low pressure wash down system with self-contained water supply; 25' high pressure, low volume wash down hose, a wand with trigger control and two (2), interchangeable lance lengths of 48" and 36" shall be furnished.
- E. High output water system shall be furnished with maximum available nozzles and deflectors strategically located to manage and control dust.
- F. Electric solenoid water control valves shall be cab controlled. Spray system shall include maximum number of spray nozzles available.
- G. Water tank shall have anti-siphon/anti-pressure filler neck with air gap. Air gap shall comply with the City of Seattle water department regulations
- H. Flexible 20-foot (minimum) long, water fill hose with 2 ½ inch coupling for filling water reservoir and hose storage rack shall be provided. Water fill hose shall include a stainless 100-mesh cleanable filter.
- I. Air purge system shall be furnished to facilitate purging dust control system during freezing conditions.

**5-24 STORAGE COMPARTMENT:**

- A. Storage compartment(s) shall have a total capacity of not less than 4.5 cubic feet and a lockable door(s).

**5-25 MAINTENANCE AND SAFETY:**

- A. Power unit shall be capable of being serviced from ground level. Forward mounted power units shall provide maximum sound and heat reduction materials available for operator comfort and shall be designed for safe, easy servicing without raising hopper.
- B. Sweeper electrical system shall have LED diagnostics for ease of maintenance and troubleshooting.

**MINIMUM SPECIFICATIONS**

- C. Safety props shall be provided for lift servicing.

\_\_\_\_\_
- D. The blower shall not be operational during the dumping sequence to prevent exposing personnel to the blower wheel and eliminating flying debris.

\_\_\_\_\_
- E. To assure safe operation, the dump sequence shall be inoperable when the blower is turning, the park brake is not set, or the truck transmission is not in neutral.

\_\_\_\_\_
- F. Stabilizers shall automatically lower when the dump switch is engaged to raise the hopper. The stabilizers shall remain in the down position until the hopper is fully seated in the sweeping position.

\_\_\_\_\_

**5-26 OPERATING CONTROLS:**

- A. All operating controls for sweeper shall be mounted inside truck cab and readily accessible to the operator in either left of right driving position.

\_\_\_\_\_
- B. All main electrical systems shall be operated via a multiplexing control system with LED diagnostics and integral solid-state circuit protection.

\_\_\_\_\_
- C. Auxiliary engine controls shall be mounted on console panel.

\_\_\_\_\_
- D. A multi-function multiplex display shall be provided on the console panel to display engine conditions consisting of, but not limited to engine RPM, percent load, engine torque, engine hours, engine oil pressure, coolant temperature, battery voltage, fuel rate, engine fault codes.

\_\_\_\_\_
- E. Sweeper controls shall utilize paddle type switches consisting of, but not limited to, left gutter broom-right gutter broom, pick-up head, strobe light, water system and work lights. Manual lever control with indicator shall be provided for leaf pressure control.

\_\_\_\_\_
- F. Visual indicator lights shall be provided for, but not limited to, dust suppression water pump on, low water, discharge chute down, stabilizer down and low hydraulic oil.

\_\_\_\_\_
- G. Audible alarm shall sound to indicate the following conditions: low hydraulic oil level, auxiliary engine shutdown warning, brake not set or transmission not in neutral with stabilizers down or with discharge chute down.

\_\_\_\_\_
- H. All external wiring, harnesses and terminations shall be of a sealed, weather-tight design utilizing heat-shrinkable components. Additionally, where feasible, all connectors shall utilize solid, cold-formed, nickel-plated copper alloy contacts with gas-tight crimps.

\_\_\_\_\_
- I. Dump control shall consist of a toggle switch to raise and lower hopper and a toggle switch to tilt hopper to the dump position.

\_\_\_\_\_



**MINIMUM SPECIFICATIONS**

Stabilizers shall automatically lower when the dump switch is engaged to raise the hopper. The stabilizers shall remain in the down position until the hopper is fully seated in the sweeping position.

- J. The blower shall not be operational during the dumping sequence to prevent exposing personnel to the blower wheel and eliminate flying debris.
- K. To assure safe operation, the dump sequence shall be inoperable when the blower is turning, the park brake is not set, or the truck transmission is not in neutral.

**5-27 WARRANTY:**

- A. Entire machine shall be covered by a twelve (12) month full parts and labor warranty, chassis shall have a twenty-four (24) month parts and labor warranty and chassis power train shall be warranted for three (3) years or 150,000 miles.
- B. A full time complete parts and service facility offering factory authorized service and a parts supply adequate to perform complete repairs is required. Facility shall be within a one hundred and fifty (150) mile radius of the King County Department of Transportation, Fleet Maintenance Facility at: 155 Monroe Ave NE, Renton, WA 98056
- C. Quote price for factory available warranty programs, above and beyond the base warranty, supply printed literature with bid.
- D. Inspection of offeror's parts and service facility may be required before bid award.
- E. Contractor shall provide a contact name and a direct telephone number that is toll free from the King County DOT.
- F. King County will be responsible for all warranty and recall work. The Contractor shall reimburse King County for all warranty and recall work at current manufacturers warranty reimbursement rate per hour. King County reserves the right to have the Contractor perform warranty work at King County's discretion. The Contractor shall accept responsibility and cost for transportation of unit from within King County to authorized repair facility and or field technician travel time to and from repairs for the base warranty period, state factory warranty rate.
- G. Warranty shall begin on date unit is placed into service, not delivery date. Contractor will be notified.
- H. Copies of all applicable warranties shall be submitted with bid package. Additional data entry form shall be completed and delivered with equipment.
- I. If unit(s) is sent to dealer or recalled and cannot be repaired within two (2) working days a loaner of comparable size shall be supplied to King County at no charge.

\$\_\_\_\_\_

/hr

**MINIMUM SPECIFICATIONS**

**5-28 GENERAL**

- A.

Only new models in current production which are cataloged by the manufacturer, and for which printed literature and specifications are available are acceptable.

\_\_\_\_\_
- B.

A performance demonstration may be required before bid award. Performance demonstration shall be of unit per basic specifications.

\_\_\_\_\_
- C.

All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.

\_\_\_\_\_
- D.

All equipment shall be new. Used, demonstration, rebuilt or remanufactured equipment is unacceptable. All items requested in the specifications shall be factory available; no aftermarket equipment will be accepted.

\_\_\_\_\_
- E.

The equipment shall have full dealer preparation and be ready for service when delivered.

\_\_\_\_\_
- F.

The equipment shall be delivered with the following items. Delivery will not be considered complete and the invoice will not be processed without delivery and acceptance of all items.

1.

Title application for each unit delivered

\_\_\_\_\_

2.

Manufacturers statement of origin for each unit delivered

\_\_\_\_\_

3.

Original billing invoice

\_\_\_\_\_

4.

Certified weight slip for machine

\_\_\_\_\_

5.

Two (2), lube chart per order

\_\_\_\_\_

6.

One (1), complete, bound technical service manual per order, CD format preferred

\_\_\_\_\_

7.

One (1), bound parts manual per order, CD format preferred

\_\_\_\_\_

8.

One (1), bound operators manual per unit

\_\_\_\_\_

9.

Two (2), safety/pre-operation checks video per order, CD format preferred.

\_\_\_\_\_

10.

One (1), complete set of filters shall be supplied with each unit ordered (chassis and sweeper).

\_\_\_\_\_

11.

One (1), list of all consumable maintenance items including description and part numbers. List shall include filters, belts, wiper blades and cooling system hoses applicable to units ordered.

\_\_\_\_\_

**5-29 TRAINING**

- A.

Operators training covering familiarization and operation of all standard and optional features as unit (s) ordered are equipped, shall be provided.

\_\_\_\_\_

**MINIMUM SPECIFICATIONS**

The Contractor shall provide two (2), separate sessions if necessary.  
Date and location shall be specified when the equipment is accepted.

- B. Shop technician training for two technicians shall be provided on basic systems operation, troubleshooting all unit systems and general maintenance. Since all King County technicians have basic skills, this training shall be specifically applied to all unit systems and be performed by the equipment manufacturer's authorized service trainer. The course outline "shall" be submitted with the bid response. Offerers shall calculate all costs for training and include in their bid response, including travel and lodging, if required. Training shall be scheduled prior to delivery of equipment and be completed no later than 4 months after delivery.

**SECTION 6 - PARTS:**

**6-1 GENERAL:**

In addition to the acquisition cost of equipment, this Invitation to Bid addresses King County's need to control the costs associated with equipment maintenance. Therefore, this bid takes into consideration not only the equipment price, but also the cost of parts and the contractor's product support after the purchase.

**6-2 CONTRACT DURATION/ EXTENSION:**

For any resulting parts contract issued based upon the award of this ITB, the contract period shall be one (1) year from the date of award of the parts contract. King County may extend the contract period for four (4) additional one-year periods in accordance with the County's best interest and at the sole option of the County.

**6-3 PRICE REVISIONS:**

Parts prices shall remain firm for at least one (1) year after contract award. Thereafter prices may be changed as follows: All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price change.

In the event of a price increase at the manufacturer's level during the contract period, the Contractor may request a price change not to exceed the exact amount of the manufacturer's price increase. The request shall include adequate documentation and/or a copy of their supplier's price change notice. The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved. If price increases are approved by the County and allowed, they shall take effect at the time of contract extension and remain in effect for the subsequent contract extension period. Failure to provide the requested documentation to support a price change request shall not impact the ordering or delivery of any item or service associated with the contract.

The percent of mark-up quoted on parts and/or services shall remain the same throughout the entire life of the contract including any subsequent extensions.

**6-4 PARTS SUPPORT:**

**Each offeror shall respond to every specification with a check mark to indicate the item being bid is exactly as specified or a description indicating any deviation from the specifications.**

A. Service Expectation, the Contractor's employees shall be knowledgeable in the products listed. The Contractor is expected to assist purchasers in making cost effective parts purchases. Assistance includes but is not limited to suggesting economic order quantities and less costly substitutes of equal quality.

B. Contractor Qualifications, the Contractor must be an established dealer, currently stocking and supplying a full line, as recommended by the manufacturer, of repair parts for the equipment specified with sufficient facilities, personnel and equipment to perform all requirements, terms and conditions of this Invitation to Bid, in the event of award. A site visit may be

made prior to awarding bid to determine if a Contractor is capable of performing within the terms of the contract.

- C. The manufacturer and Contractor shall guarantee that parts prices will be as low as such parts are sold to any other user purchasing similar quantities and that if at any time the prices are reduced or increased to the general trade, it is understood that King County shall not pay a higher price than any other user purchasing similar quantities effective with the date of such price reduction or increase to the general trade.
- D. Parts Billing:
1. A **Priced** invoice, packing slip or delivery ticket shall accompany all deliveries. If a product is shipped direct from the manufacturer, a priced document shall be hand delivered, E-mailed or faxed to King County no later than 24 hours after receipt of shipment.
  2. Each County Department and/or agency shall be assigned a unique customer number to be used in identifying each sale and proper billing address. Invoices/packing slips must include the name of the person who placed the order, their phone number, their order number, the unit price, sales tax and other pre-approved charges, if any. A separate packing slip for each order number shall be included with the delivery if a shipment combines items from more than one order.
- E. The Contractor shall advise the County of any item that is not available or will be backordered at the time the order is placed. King County shall be immediately notified by the Contractor if an existing order will be delayed or not be exactly as ordered.
- F. Parts Returns:
- King County reserves the right to return parts if needed. Reasons for return may include, but are not limited to: item failure or defect, wrong item shipped, incorrect item ordered or item no longer needed. The Contractor shall immediately provide a receipt for all returned stock. In accordance with its best interest, King County may select any of the three (3) restitution options:
1. Item replacement: Contractor shall provide the replacement item within the time established.
  2. Credit: Contractor shall issue a credit within three (3) business days of receiving an item.
  3. Reimbursement check: Contractor shall issue a reimbursement check within twenty (20) business days after receiving an item.
- G. Parts Buy-Back:
- Contractor shall buy-back, at current fair market value, all items purchased under this contract that are declared surplus or no longer required by King County, provided they are not used and are not of an unusual design that is manufactured especially for King County. The Contractor is authorized a restocking fee not to exceed ten percent (10%) of the current price for the

- return of parts and supplies. Vendor shall be responsible for arranging pickup of products declared surplus. Please state restocking fee, if any.

\_\_\_\_\_%
- H. Warranty:

Items purchased under this contract shall be guaranteed against defect with full credit given. Contractor is responsible for picking up defective items or arranging for a Call tag to insure freight is charged to Contractor on defective returns.

\_\_\_\_\_
- I. Products furnished that are below the County’s standard or not fit for the intended use shall be returned to the Contractor at their expense.

\_\_\_\_\_
- J. The successful Contractor guarantees the goods and services furnished under this contract shall be free from defects in material and workmanship, and shall conform to all requirements of this contract. The Contractor is responsible for all costs of replacement, including shipping charges, for goods found to be defective within the warranty period.

\_\_\_\_\_
- K. King County shall receive the increased warranty benefits if the Contractor or original manufacturer provides a warranty that is greater in scope or duration.

\_\_\_\_\_
- L. The Contractor shall, upon request, provide the County complete copies of all written warranties or guarantees and/or documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by their suppliers, contractors, distributors and sub-contractors covering parts, component, sub-components and systems procured through this contract.

\_\_\_\_\_
- M. The Contractor shall provide a local representative, authorized to act on their behalf and provide “on the spot” settlement of warranty claims or disputes. When applicable, the Contractor’s representative shall be responsible for completing warranty claim documentation, and the packing and shipping of returns to manufacturer.

\_\_\_\_\_
- N. The expiration or termination of this contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.

\_\_\_\_\_
- O. Items purchased for inventory shall be warranted from the date of installation by King County or their representative.

\_\_\_\_\_
- P. Parts Delivery:

1. Stock Orders: Delivery for stocked items shall be made within one (1) business day. There shall be no shipping or freight charges on any stock orders.

\_\_\_\_\_

2. Non-Stock Orders: Delivery for non-stocked parts shall be within three (3) business days at no additional cost to King County for shipping or freight.

\_\_\_\_\_

3. Non-Stock Rush Orders: Rush or overnight delivery may incur shipping or freight charges. King County will not accept nor authorize payment for freight charges, unless, rush delivery was specifically requested in

\_\_\_\_\_

advance by authorized personnel. Freight charges shall not exceed actual charges for only those items ordered. \_\_\_\_\_

- Q. The Contractor shall be required to maintain sufficient stock to insure prompt delivery. The contract involves items necessary to perform critical King County services. Any delay in delivery could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs. \_\_\_\_\_
- R. Contractors are urged to give careful consideration to the County's requirements and to the availability of qualified staff when establishing delivery times. In the event the delivery terms of the contract are exceeded, the County may find it necessary to acquire the parts from a different source, thereby incurring additional costs. Those charges may be passed along to the Contractor (*Reference: Bidding Instruction and Purchase Order Contract Condition, paragraph 1-9.D*). \_\_\_\_\_
- S. Telephone Contact:
1. The Contractor shall provide a contact name and a direct telephone number that is toll free from the King County Department of Transportation. Electronic voice mail is not acceptable as an answering service.
- Contact Name: \_\_\_\_\_
- Toll Free telephone number: \_\_\_\_\_
- T. Parts Catalogs and Price Lists:
1. Within two (2) weeks of request, Contractor shall furnish all necessary parts catalogs, price lists, and/or latest dated published manufacturer's net price lists to customers, at no cost. \_\_\_\_\_
- U. Estimated Quantities:
1. The items listed represent King County's anticipated approximate requirements and shall be used in the bid evaluation analysis. Quantities listed are to be purchased on an as needed basis. \_\_\_\_\_
- V. This is NOT a one-time purchase nor authorization to order. \_\_\_\_\_
- W. The County shall be neither obligated by nor restricted to the quantities indicated. \_\_\_\_\_
- X. Parts other than those listed may be obtained under the terms of this contract. \_\_\_\_\_

## 6-5 INVENTORY REPAIR PARTS LIST

The parts listed are representative of parts historically purchased during the life of the equipment based on maintenance records of existing related equipment. To ensure equivalence, the base price for this bid shall be the current Retail List Price. Using that as a basis, fill in the List Price, the Discount Percentage (if any) and the Unit Price. Extend the total by multiplying the Estimated Annual Use quantity times the Unit Price for each of the products listed. The discount percentage offered for the items listed, shall be consistent for all related items purchased under this contract and shall remain the same throughout the life of the contract, including extensions. Failure complete all the fields listed below shall result in disqualification of the bidder.

Item No.	Est. Annual Use	Description	List Price	% Disc	Unit Price	Item Total (Use X Unit Price)
1	2 ea	Suction head rubber drape set, complete	\$	%	\$	\$
State Brand & Part # Offered:						
2	1 ea	Spray system water pump	\$	%	\$	\$
State Brand & Part # Offered:						
3	1 ea	Gutter broom motor	\$	%	\$	\$
State Brand & Part # Offered:						
4	2 ea	Blower fan drive belt	\$	%	\$	\$
State Brand & Part # Offered:						
5	1 ea	Rubber transition tube (suction side)	\$	%	\$	\$
State Brand & Part # Offered:						
6	1 ea	Hopper screen	\$	%	\$	\$
State Brand & Part # Offered:						
7	2 ea	Blower bearing(s)	\$	%	\$	\$
State Brand & Part # Offered:						
8	1 ea	Gutter broom lift cylinder	\$	%	\$	\$
State Brand & Part # Offered:						



Item No.	Est. Annual Use	Description	List Price	% Disc	Unit Price	Item Total (Use X Unit Price)
9	2 ea	Carbide skid shoe(s)	\$	%	\$	\$
State Brand & Part # Offered:						
10	1 ea	Blower seal(s)	\$	%	\$	\$
State Brand & Part # Offered:						
11	1 ea	Blower wheel	\$	%	\$	\$
State Brand & Part # Offered:						
12	1 ea	Water nozzle set (complete)	\$	%	\$	\$
State Brand & Part # Offered:						
13	7 ea	Gutter broom sets	\$	%	\$	\$
State Brand & Part # Offered:						
14	1 ea	Blower housing liner set (complete)	\$	%	\$	\$
State Brand & Part # Offered:						
<b>BID TOTAL</b>					<b>\$</b>	

**SECTION 7 - PRICING**

Item No.	Est Quantity	Description	Unit Price	Total Price
1.	1 ea	Street Sweeper, Regenerative Air, High Dump, with 5.7 cu yd hopper. Yr/Make/Model: _____ _____	\$_____	\$_____
2.	1 lt	Inventory Repair Parts	\$_____	\$_____
<b>TOTAL BID PRICE</b>				<b>\$_____</b>

**OPTIONS (all options must be bid)**

- |    |  |            |
|----|--|------------|
| 1. | Broom in head assist with full functions | \$_____/ea |
| 2. | Autosweep interrupt with all functions   | \$_____/ea |

**NOTE:** King County reserves the right to purchase any, all or none of the options listed.



King County

**ATTACHMENT A**  
**INVITATION TO BID 12985-AAB**  
**KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**  
**FOR GOODS AND SERVICES CONTRACTS**

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

**Application of the 5% Incentive Factor and Contract Award:**

1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (\_\_\_) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

\_\_\_\_\_  
Name of SEDB Business

\_\_\_\_\_  
SEDB Certification Number

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contact Person Name and Phone Number

H:\proc\comm\kancian\misc\SEDB ITB Contracting Ops

**BID OPENING LABEL**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 <b>King County</b> King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No.</b> IT12985-aab
	<b>Bid Title</b> Street Sweeper, Regenerative Air, High Dump
	<b>Due Date</b>
	<b>Vendor</b>
<b>U R G E N T</b>	